

## SAN DIEGO COUNTY INTEGRATED NARCOTIC TASK FORCE SHARING AGREEMENT FY 2018

Assets seized during task force investigations and forfeited under Title 21 U.S.C. 881, 853 and/or 981 will be shared equitably among the parties to this agreement in accordance with the Attorney General's Guidelines on Seized and Forfeited Property. The parties agree that the DEA Assistant Special Agent in Charge, in his recommendation on DAG Form 72, will describe the contribution of each member of the Task Force as follows:

Agencies with one agent assigned to the Task Force will receive 1.5%. Agencies with two or more agents and/or clerical staff assigned to the Task Force will receive a percentage of the remaining available sharing based on number of personnel assigned.

The San Diego District Attorney's Office share will include positions held by the DDA assigned to NTF and the United States Attorney's Office. The District Attorney's Office will receive an additional 5% from the 20% DOJ fund for judicial cases they adjudicate.

All parties agree that these percentages reflect the actual contribution of each party to the overall task force resources. All recommendations will be made on the percentage basis reflected above, so long as each task force participant continues to contribute resources to the task force on this basis. All participants agree that any change in personnel will be reflected in the actual percentage shared to that agency. Agencies will have a 90 day grace period to replace any vacancies in personnel.

Federal Law mandates that sharing is discretionary and have decided that any equitable sharing payments to be disbursed to state and local law enforcement agencies when that amount is less than \$50.00 after all expenses are paid will be extinguished and the funds will remain in the Assets Forfeiture Fund.

All parties to this agreement acknowledge, however, that the disposition of assets forfeited under federal law is within the discretionary authority of the Department of Justice.

The terms of this agreement shall be effective from the date of signature of all parties, until such time as terminated by any party on 30 days advance written notice.

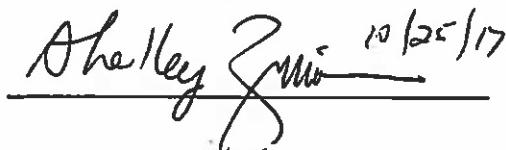


10/13/17

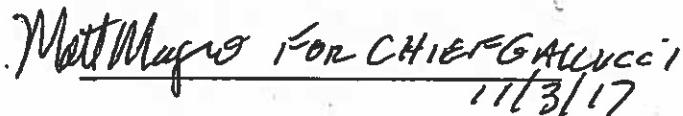
Drug Enforcement Administration



11/17/17

Derrick Marion  
California Department of Corrections

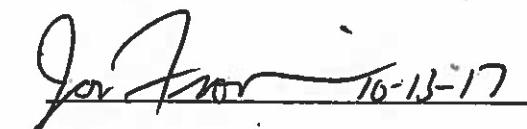
10/25/17

Shelley Zell  
San Diego Police Department

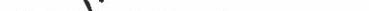
11/3/17

Matt Maguire for CHIEF GALUCCI  
Carlsbad Police Department

10/3/17

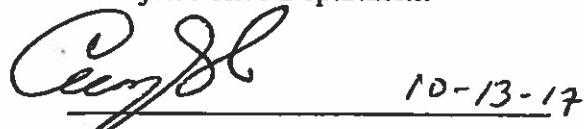
Wm. V. For CHIEF KENNEDY  
Chula Vista Police Department

10-13-17

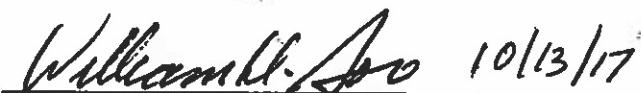
Joe Forni  
Coronado Police Department

11/14/17

El Cajon Police Department

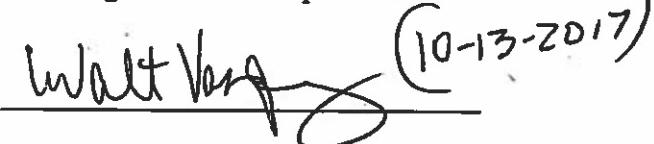


10-13-17

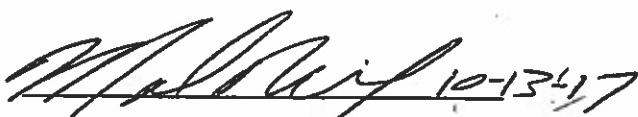
George J. Schaefer  
Escondido Police Department

10/13/17

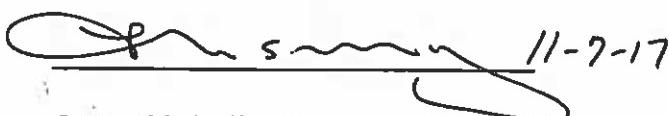
San Diego Sheriff's Department



(10-13-2017)

Walt Vargas  
La Mesa Police Department

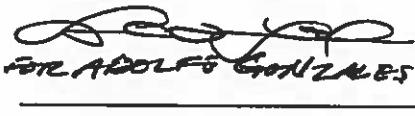
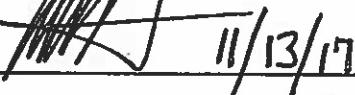
10-13-17

Matt Maguire  
National City Police Department

11-7-17

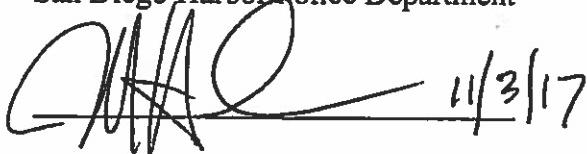
Dennis  
Oceanside Police Department

11/09/17

Summer Stephan (10/17/17)  
San Diego County District Attorney's OfficeAdolfo Gonzales  
San Diego County Probation

11/13/17

San Diego Harbor Police Department



11/3/17

U.S. Postal Inspection Service

**STATE AND LOCAL TASK FORCE AGREEMENT  
SAN DIEGO INTEGRATED NARCOTIC TASK FORCE  
(NTF)**

This agreement is made this first day of October, 2018, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the San Diego Unified Port District. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the County of San Diego, CA area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the County of San Diego, the parties hereto agree to the following:

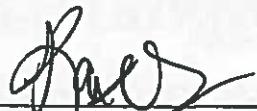
1. The San Diego Integrated Narcotic Task Force (hereinafter "NTF") will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the County of San Diego area by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of California.
2. To accomplish the objectives of the NTF, the District's Harbor Police Department (hereinafter San Diego Harbor Police Department (HPD)) agrees to detail one (1) experienced officer to the NTF for a period of not less than two years. During this period of assignment, the HPD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The HPD officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The HPD officer assigned to the Task Force shall be deputized as Task Force Officer of DEA pursuant to 21 U.S.C. 878.
5. To accomplish the objectives of the NTF, DEA will assign thirty-five (35) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support

awarded to the HPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the HPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 30, 2019. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by HPD during the term of this agreement.

For the Drug Enforcement Administration:



Name: Karen I. Flowers  
Title: Special Agent in Charge  
San Diego Field Division

Date: \_\_\_\_\_

8-1-18

For the San Diego Unified Port District:



Name: Mark Stainbrook  
Title: Chief of Police

Date: \_\_\_\_\_

7/25/18

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, country, state, zip code)

Check  if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 40617.

Check  if the State has elected to complete OJP Form 40617.

#### DRUG-FREE WORKPLACE (GRANTEEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in connection with any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

San Diego Harbor Police  
3380 North Harbor Drive  
San Diego, CA 92101

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

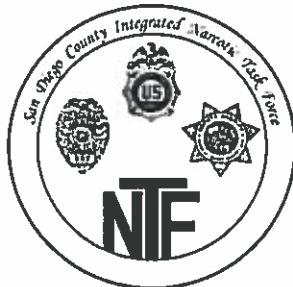
Mark Stainbrook, Chief of Police

5. Signature



6. Date

7/25/18



## SAN DIEGO COUNTY INTEGRATED NARCOTIC TASK FORCE

4560 Viewridge Avenue  
San Diego, California 92123

JUL 12 2018

Mark Stainbrook  
Chief of Police  
San Diego Harbor Police Department  
3380 North Harbor Drive  
San Diego, CA 92101

Dear Chief Stainbrook:

I am writing to renew our Cooperative Agreement for the operation of the Narcotic Task Force (NTF) for Fiscal Year (FY) 2019. The Agreement is enclosed for your review and signature. After your review, please sign and date the Agreement and return by August 10, 2018. A copy of the Agreement will be sent to you after it is signed by Special Agent in Charge Karen I. Flowers.

Effective October 1, 2018, the maximum amount of the overtime reimbursement will be \$18,343.75 per officer. We receive funds on a quarterly basis and state and local departments must not exceed the quarterly amounts received. If some of the first quarter's allocation is not used, it can rollover to the second quarter, however, you cannot exceed the total allocation for the second quarter plus any rollover amount from the first quarter. Remaining funds can rollover from one quarter to the next, but departments must remain within that quarter's budget, plus any rollover from a previous quarter.

I am enclosing a sample of how your invoices for overtime must be prepared in order to expedite payment. Please have a member of your staff contact Supervisory Budget Analyst Jayshree Patel at (858) 616-4078 should they have any questions regarding the invoice or rollover allocation.

I would like to thank you for your continued support in our joint endeavor. If you have any questions or concerns regarding this Cooperative Agreement or any aspect of NTF operations, please feel free to contact me at (858) 616-4161.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Woodland".

Steven S. Woodland  
Asst. Special Agent in Charge

Enclosures: a/s

Cc: Lt. Bassett, Lt. Nevins

ITEMIZED (INSERT DEPARTMENT NAME) OVERTIME

Compensation in the amounts indicated below for each listed person is claimed for the period \_\_\_\_\_ through \_\_\_\_\_, in accordance with the Task Force Agreement dated October 1, 2018.

<u>Personnel</u>	<u>Requested OT Reimbursement</u>	<u>Year-To-Date OT Payments</u>
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Total Personnel:

Total Reimbursement Due for: (Insert Month)

Year-To-Date Total:

SAN DIEGO UNIFIED PORT DISTRICT  
ROUTING SLIP  
PRINT ON PINK PAPER.

Kathy Fischer  
ORIGINATOR

August 7, 2018  
DATE

**SUBJECT:** San Diego Integrated Narcotic Task Force (NTF) Cooperative Agreement for October 1, 2018 - September 30, 2019.

CHECK REASON FORWARDED:

- ACTION
- AGENDA
- APPROVAL & RETURN/FORWARD
- CALL/SEE ME
- COMMENT & RETURN/FORWARD

- FILE
- INFORMATION ONLY
- NOTIFY ALL EMPLOYEES
- SIGNATURE & RETURN/FORWARD
- OTHER (Explain)

TO:	DATE	INITIAL
PRESIDENT/CEO		
EXECUTIVE OFCS STAFF		
EXECUTIVE VICE PRESIDENT		
ATTORNEY		
OFFICE OF THE DISTRICT CLERK:		
COMMISSIONER SERVICES		
CUSTOMER SERVICE CENTER		
DOCKET RELATED		
PRINT SHOP/MAILROOM		
RECORDS	AUG 07 2018	G.L.
TRAVEL COORDINATOR		
ADMINISTRATION GROUP:		
VICE PRESIDENT ADMIN/CAO		
ASST VICE PRES, ADMIN SVCS		
HUMAN RESOURCES		
PORT LEARNING CENTER		
EQUAL OPPORTUNITY MANAGEMENT		
HOMELAND SECURITY		
STRATEGIC MANAGEMENT SERVICES		
PROCUREMENT SERVICES		
EQUAL OPPORTUNITY CONTRACTING		
MATERIEL SUPPORT & MGMT CENTER		
ASST VICE PRES, GOVT REL & COMM		
COMMUNICATIONS & COMMUNITY SVCS		
LAND USE PLANNING		
ENVIRONMENTAL SVCS		
GRANTS COORDINATOR		
CHIEF OF HARBOR POLICE		
HARBOR POLICE		
FINANCE & TECHNOLOGY GROUP:		
CFO/TREASURER		
ASST VICE PRES, BUSINESS & TECH		
FINANCIAL SERVICES		
INFORMATION TECHNOLOGY		
BUSINESS SYSTEMS CENTER		
TREASURER'S OFFICE		
AUDIT, RISK MGMT & SAFETY		
FIDUCIARY AGENT OFFICE		
OPERATIONS:		
VICE PRESIDENT OPERATIONS/COO		
MARKETING		
ASST VICE PRES, INDUSTRY & TRADE		
ASST VICE PRES, OPERATIONS		
REAL ESTATE		
MARITIME TEAM		
VALUATION/MAPPING		
MARITIME OPERATIONS		
PUBLIC ART		
CHIEF ENGINEER		
ENGINEERING/CONSTRUCTION:		
GENERAL SERVICES		

NO DUPLICATE ORIGINAL RECEIVED

RECEIVED

REMARKS: Please file. Thank you. D2# 1534874 ✓

AUG 07 2018

Kathy Fischer  
Office of the District Clerk

(5)

**STATE AND LOCAL TASK FORCE AGREEMENT  
SAN DIEGO INTEGRATED NARCOTIC TASK FORCE  
(NTF)**

This agreement is made this first day of October, 2017, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the San Diego Unified Port District. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the County of San Diego, CA area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the County of San Diego, the parties hereto agree to the following:

1. The San Diego Integrated Narcotic Task Force (herinafter "NTF") will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the County of San Diego area by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of California.
2. To accomplish the objectives of the NTF, the District's Harbor Police Department (hereinafter San Diego Harbor Police Department (HPD)) agrees to detail one (1) experienced officer to the NTF for a period of not less than two years. During this period of assignment, the HPD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The HPD officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The HPD officer assigned to the Task Force shall be deputized as Task Force Officer of DEA pursuant to 21 U.S.C. 878.
5. To accomplish the objectives of the NTF, DEA will assign thirty-five (35) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support

the activities of the DEA Special Agents and the HPD officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, funds for overtime costs described below, some clerical support and other support items. If the HPD provides the Task Force Officer with a vehicle, the DEA will pay for fuel (only if these services pertain to your current Task Force Agreement).

6. During the period of assignment to the NTF, the HPD will remain responsible for establishing the salary and benefits, including overtime, of the officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the HPD for overtime payments made by it to HPD officer assigned to the NTF for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$18,042.00), per officer. Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."

7. In no event will the HPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The HPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The HPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The HPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The HPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The HPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The HPD acknowledges that this agreement will not take effect and no Federal funds will be

awarded to the HPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the HPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 30, 2018. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by HPD during the term of this agreement.

For the Drug Enforcement Administration:

Name: William R. Sherman  
Title: Special Agent in Charge  
San Diego Field Division

Date: 7-31-17

For the San Diego Unified Port District:

Name: John Bolduc  
Title: Chief of Police

Date: 7-26-17





U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers, (including subgrants, contracts under grants and cooperative agreements, and subcontracts), and that all sub-recipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart E, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check  if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

#### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620.

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection with any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

San Diego Harbor Police  
3380 North Harbor Drive  
San Diego, CA 92101

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

*J. a. Bolduc*

John Bolduc, Chief of Police

*7-26-17*

5. Signature

6. Date



SAN DIEGO UNIFIED PORT DISTRICT  
ROUTING SLIP  
PRINT ON PINK PAPER.

Kathy Fischer  
ORIGINATOR

August 3, 2017  
DATE

**SUBJECT:** State and Local Task Force Agreement, San Diego Integrated Narcotic Task Force (NTF)

CHECK REASON FORWARDED:

- |  |   |
|--|---|
| <input type="checkbox"/> ACTION                    | <input checked="" type="checkbox"/> FILE            |
| <input type="checkbox"/> AGENDA                    | <input type="checkbox"/> INFORMATION ONLY           |
| <input type="checkbox"/> APPROVAL & RETURN/FORWARD | <input type="checkbox"/> NOTIFY ALL EMPLOYEES       |
| <input type="checkbox"/> CALL/SEE ME               | <input type="checkbox"/> SIGNATURE & RETURN/FORWARD |
| <input type="checkbox"/> COMMENT & RETURN/FORWARD  | <input type="checkbox"/> OTHER (Explain)            |

TO:

DATE

INITIAL

- PRESIDENT/CEO  
 EXECUTIVE OFCS STAFF  
 COMMISSIONER & EXEC. SERVICES  
 TRAVEL SERVICES  
 ATTORNEY  
 PORT AUDITOR  
 AUDIT  
**ADMINISTRATION:**  
 VICE PRESIDENT ADMIN/CAO  
 HUMAN RESOURCES  
 EQUAL OPPORTUNITY MANAGEMENT  
 STRATEGIC MANAGEMENT  
 PORT LEARNING CENTER  
 GENERAL SVCS & PROCUREMENT  
 CONTRACTS  
 GENERAL SERVICES  
 MATERIEL SUPPORT & MGMT CENTER  
 PROCUREMENT  
 OFFICE OF THE DISTRICT CLERK  
 BOARD MTGS/AGENDAS  
 CUSTOMER SERVICE CENTER  
 PRINT SHOP/MAILROOM  
 RECORDS MANAGEMENT  
**ENGINEERING & FINANCE:**  
 CFO/TREASURER  
 DEPUTY TREASURER  
 BUSINESS INFO. & TECHNOLOGY SVCS  
 FINANCIAL SERVICES  
 RISK MGMT & SAFETY  
**OPERATIONS:**  
 EXECUTIVE VICE PRESIDENT, OPS  
 ENGINEERING-CONSTRUCTION  
 ENVIRONMENTAL & LAND USE MGMT  
 PUBLIC ART CURATOR  
 REAL ESTATE MANAGEMENT  
**PUBLIC SAFETY:**  
 VICE PRESIDENT, PUBLIC SAFETY  
 HARBOR POLICE DEPARTMENT  
 HOMELAND SECURITY  
 FACILITY SECURITY  
**STRATEGY & BUSINESS DEVELOPMENT:**  
 VICE PRESIDENT STRATEGY & BUS DEV  
 GOVT & COMMUNITY RELATIONS  
 MARITIME OPERATIONS  
 MARITIME TRADE  
 MARKETING & COMMUNICATIONS  
 PUBLIC OUTREACH/GRANTS OFFICE

AUG 10 2017

G.L.

Clerk's No. 67105

REMARKS: Please file. D2# 1184830 Thank you! ☺

NO DUPLICATE ORIGINAL RECEIVED

**STATE AND LOCAL TASK FORCE AGREEMENT  
SAN DIEGO INTEGRATED NARCOTIC TASK FORCE  
(NTF)**

This agreement is made this first day of October, 2016, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the San Diego Unified Port District. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the County of San Diego, CA area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the County of San Diego, the parties hereto agree to the following:

1. The San Diego Integrated Narcotic Task Force (herinafter "NTF") will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the County of San Diego area by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of California.
2. To accomplish the objectives of the NTF, the District's Harbor Police Department (hereinafter San Diego Harbor Police Department {HPD}) agrees to detail one (1) experienced officer to the NTF for a period of not less than two years. During this period of assignment, the HPD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The HPD officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The HPD officer assigned to the Task Force shall be deputized as Task Force Officer of DEA pursuant to 21 U.S.C. 878.
5. To accomplish the objectives of the NTF, DEA will assign thirty-five (35) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support

the activities of the DEA Special Agents and the HPD officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, funds for overtime costs described below, some clerical support and other support items. If the HPD provides the Task Force Officer with a vehicle, the DEA will pay for fuel (only if these services pertain to your current Task Force Agreement).

6. During the period of assignment to the NTF, the HPD will remain responsible for establishing the salary and benefits, including overtime, of the officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the HPD for overtime payments made by it to HPD officer assigned to the NTF for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$17,753.00), per officer. Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."

7. In no event will the HPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The HPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The HPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The HPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The HPD shall comply with Title VI-of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

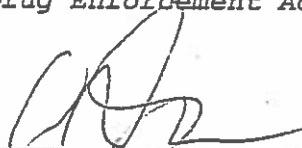
11. The HPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The HPD acknowledges that this agreement will not take effect and no Federal funds will be

awarded to the HPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the HPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 30, 2017. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by HPD during the term of this agreement.

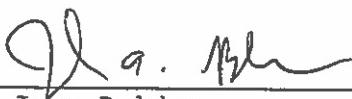
For the Drug Enforcement Administration:



Date: 8-8-16

Name: William R. Sherman  
Title: Special Agent in Charge  
San Diego Field Division

For the San Diego Unified Port District:



Date: 7-28-16

Name: John Bolduc  
Title: Chief of Police





U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

- (1) The dangers of drugs abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

- (1) Abide by the terms of the statement; and  
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;  
  
(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:-

- (1) Taking appropriate personnel action against such an employee up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or  
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;  
  
(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check  if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 40617.

Check  if the State has elected to complete OJP Form 40617.

#### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

San Diego Harbor Police  
3380 North Harbor Drive  
San Diego, CA 92101

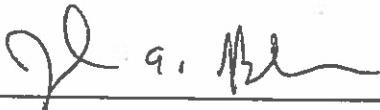
2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

John Bolduc, Chief of Police

5. Signature



6. Date

7-28-16



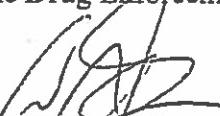
MODIFICATION OF  
State and Local Task Force Agreement  
Between  
The Drug Enforcement Administration  
San Diego Field Division  
And  
San Diego Unified Port District (aka San Diego Harbor Police Department)  
Program-Funded – State and Local Task Force Agreement

As agreed to by the parties, this document modifies the Agreement dated September 30, 2015, between the United States Department of Justice, Drug Enforcement Administration (DEA) and the San Diego Unified Port District. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

MODIFICATION:

In Paragraph 13, the first sentence is modified by deleting the text "September 29, 2016" and replacing it with "September 30, 2016."

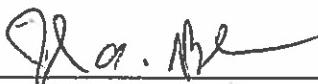
For the Drug Enforcement Administration:



Date: 8-8-16

William R. Sherman  
Special Agent in Charge  
San Diego Field Division

For the San Diego Unified Port District:



Date: 7-28-16

John Bolduc  
Chief of Police  
San Diego Unified Port District



SAN DIEGO UNIFIED PORT DISTRICT  
ROUTING SLIP  
PRINT ON PINK PAPER.

Kathy Fischer  
ORIGINATOR

October 4, 2016  
DATE

**SUBJECT:** State and Local Task Force Agreement, San Diego Integrated Narcotic Task Force (NTF)

CHECK REASON FORWARDED:

- ACTION
- AGENDA
- APPROVAL & RETURN/FORWARD
- CALL/SEE ME
- COMMENT & RETURN/FORWARD

- FILE
- INFORMATION ONLY
- NOTIFY ALL EMPLOYEES
- SIGNATURE & RETURN/FORWARD
- OTHER (Explain)

TO:

DATE

INITIAL

PRESIDENT/CEO  
EXECUTIVE OFCS STAFF  
EXECUTIVE VICE PRESIDENT  
ATTORNEY

OFFICE OF THE DISTRICT CLERK:

COMMISSIONER SERVICES  
CUSTOMER SERVICE CENTER  
DOCKET RELATED  
PRINT SHOP/MAILROOM  
RECORDS  
TRAVEL COORDINATOR

ADMINISTRATION GROUP:

VICE PRESIDENT ADMIN/CAO  
ASST VICE PRES, ADMIN SVCS  
HUMAN RESOURCES  
PORT LEARNING CENTER  
EQUAL OPPORTUNITY MANAGEMENT  
HOMELAND SECURITY  
STRATEGIC MANAGEMENT SERVICES  
PROCUREMENT SERVICES  
EQUAL OPPORTUNITY CONTRACTING  
MATERIEL SUPPORT & MGMT CENTER  
ASST VICE PRES, GOVT REL & COMM  
COMMUNICATIONS & COMMUNITY SVCS  
LAND USE PLANNING  
ENVIRONMENTAL SVCS  
GRANTS COORDINATOR  
CHIEF OF HARBOR POLICE  
HARBOR POLICE

FINANCE & TECHNOLOGY GROUP:

CFO/TREASURER  
ASST VICE PRES, BUSINESS & TECH  
FINANCIAL SERVICES  
INFORMATION TECHNOLOGY  
BUSINESS SYSTEMS CENTER  
TREASURER'S OFFICE  
AUDIT, RISK MGMT & SAFETY  
FIDUCIARY AGENT OFFICE

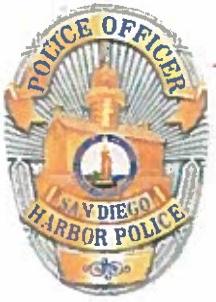
OPERATIONS:

VICE PRESIDENT OPERATIONS/COO  
MARKETING  
ASST VICE PRES, INDUSTRY & TRADE  
ASST VICE PRES, OPERATIONS  
REAL ESTATE  
MARITIME TEAM  
VALUATION/MAPPING  
MARITIME OPERATIONS  
PUBLIC ART  
CHIEF ENGINEER  
ENGINEERING/CONSTRUCTION:  
GENERAL SERVICES

REMARKS: Please file. Thank you.

D2 # 1119072

orig. to ODC for filing  
10/4/16  
k.y.



SAN DIEGO HARBOR POLICE DEPARTMENT

3380 North Harbor Drive, San Diego, CA 92101

619.686.6570 • 619 686 6522 fax

[www.sdhp.com](http://www.sdhp.com)

Service • Leadership • Integrity

July 28, 2016

ASAC Steven Woodland  
Drug Enforcement Administration  
4560 Viewridge Avenue  
San Diego, California 92123

Dear ASAC Woodland,

Enclosed is the Cooperative Agreement for the operation of the Narcotic Task Force (NTF) for Fiscal Year 2017, and the Modification to the Cooperative Agreement for FY 2016. Both documents have been signed by Chief John Bolduc.

Once they have been signed by DEA, kindly return a fully executed copy of the documents to Harbor Police in the enclosed return envelope.

Thank you,

A handwritten signature in blue ink that reads "Kathy L. Fischer".

Kathy L. Fischer  
Executive Assistant  
Office of the Chief

Enclosures

SAN DIEGO UNIFIED PORT DISTRICT  
ROUTING SLIP  
PRINT ON PINK PAPER.

Kathy Fischer  
ORIGINATOR

July 18, 2016  
DATE

SUBJECT: State and Local Task Force Agreement, San Diego Integrated Narcotic Task Force (NTF) (FY 16/17)

CHECK REASON FORWARDED:

- ACTION
- AGENDA
- APPROVAL & RETURN/FORWARD
- CALL/SEE ME
- COMMENT & RETURN/FORWARD

- FILE
- INFORMATION ONLY
- NOTIFY ALL EMPLOYEES
- SIGNATURE & RETURN/FORWARD
- OTHER (Explain)

TO:

- PRESIDENT/CEO
- EXECUTIVE OFCS STAFF
- EXECUTIVE VICE PRESIDENT
- ATTORNEY
- OFFICE OF THE DISTRICT CLERK:
  - COMMISSIONER SERVICES
  - CUSTOMER SERVICE CENTER
  - DOCKET RELATED
  - PRINT SHOP/MAILROOM
  - RECORDS
  - TRAVEL COORDINATOR

DATE

INITIAL

7/20

JL

RECEIVED

JUL 19 2016

SAN DIEGO UNIFIED PORT DISTRICT  
GENERAL COUNSEL

ADMINISTRATION GROUP:

- VICE PRESIDENT ADMIN/CAO
- ASST VICE PRES, ADMIN SVCS
- HUMAN RESOURCES
  - PORT LEARNING CENTER
  - EQUAL OPPORTUNITY MANAGEMENT
  - HOMELAND SECURITY
  - STRATEGIC MANAGEMENT SERVICES
  - PROCUREMENT SERVICES
    - EQUAL OPPORTUNITY CONTRACTING
    - MATERIEL SUPPORT & MGMT CENTER
  - ASST VICE PRES, GOVT REL & COMM
  - COMMUNICATIONS & COMMUNITY SVCS
  - LAND USE PLANNING
  - ENVIRONMENTAL SVCS
  - GRANTS COORDINATOR
- CHIEF OF HARBOR POLICE
- HARBOR POLICE

2

FINANCE & TECHNOLOGY GROUP:

- CFO/TREASURER
- ASST VICE PRES, BUSINESS & TECH
- FINANCIAL SERVICES
- INFORMATION TECHNOLOGY
- BUSINESS SYSTEMS CENTER
- TREASURER'S OFFICE
- AUDIT, RISK MGMT & SAFETY
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- MARKETING
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- ASST VICE PRES, OPERATIONS
- REAL ESTATE
  - MARITIME TEAM
  - VALUATION/MAPPING
- MARITIME OPERATIONS
- PUBLIC ART
- CHIEF ENGINEER
- ENGINEERING/CONSTRUCTION:
  - GENERAL SERVICES

REMARKS: Please review/approve for signature.  
Thank you.



## SAN DIEGO COUNTY INTEGRATED NARCOTIC TASK FORCE

4560 Viewridge Avenue  
San Diego, California 92123

JUL 13 2016

John Bolduc  
Chief of Police  
San Diego Harbor Police Department  
3380 North Harbor Drive  
San Diego, CA 92101

Dear Chief Bolduc:

I am writing to renew our Cooperative Agreement for the operation of the Narcotic Task Force (NTF) for Fiscal Year (FY) 2017. The Agreement is enclosed for your review and signature. After your review, please sign and date the Agreement and return by August 12, 2016. A copy of the Agreement will be sent to you after it is signed by Special Agent in Charge William R. Sherman.

Effective October 1, 2016, the maximum amount of the overtime reimbursement will be \$17,753.00 per officer. We receive funds on a quarterly basis and state and local departments must not exceed the quarterly amounts received. If some of the first quarter's allocation is not used, it can rollover to the second quarter, however, you cannot exceed the total allocation for the second quarter plus any rollover amount from the first quarter. Remaining funds can rollover from one quarter to the next, but departments must remain within that quarter's budget, plus any rollover from a previous quarter.

I am enclosing a sample of how your invoices for overtime must be prepared in order to expedite payment. Please have a member of your staff contact Supervisory Budget Analyst Jayshree Patel at (858) 616-4078 should they have any questions regarding the invoice or rollover allocation.

I would like to thank you for your continued support in our joint endeavor. If you have any questions or concerns regarding this Cooperative Agreement or any aspect of NTF operations, please feel free to contact me at (858) 616-4161.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Woodland".

Steven S. Woodland  
Asst. Special Agent in Charge

Enclosures: a/s

Cc: Lt. Bassett, Lt. Bavencoff

ITEMIZED (INSERT DEPARTMENT NAME) OVERTIME

Compensation in the amounts indicated below for each listed person is claimed for the period \_\_\_\_\_ through \_\_\_\_\_, in accordance with the Task Force Agreement dated October 1, 2016.

<u>Personnel</u>	<u>Requested OT Reimbursement</u>	<u>Year-To-Date OT Payments</u>
------------------	---------------------------------------	-------------------------------------

Total Personnel:

Total Reimbursement Due for: (Insert Month)

Year-To-Date Total:



**SAN DIEGO COUNTY INTEGRATED  
NARCOTIC TASK FORCE**  
4560 Viewridge Avenue  
San Diego, California 92123

JUL 13 2016

John Bolduc  
Chief of Police  
San Diego Harbor Police Department  
3380 North Harbor Drive  
San Diego, CA 92101

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I would like to thank you for your continued support in our joint endeavor. If you have any questions or concerns regarding this Cooperative Agreement or any aspect of NTF operations, please feel free to contact me at (858) 616-4161.

Sincerely,

A handwritten signature in black ink, appearing to read "SS". It is a cursive script with a large, flowing "S" and a smaller "s" attached to its right.

Steven S. Woodland  
Asst. Special Agent in Charge

Enclosures: a/s

Cc: Lt. Bassett, Lt. Bavencoff

**STATE AND LOCAL TASK FORCE AGREEMENT  
SAN DIEGO INTEGRATED NARCOTIC TASK FORCE  
(NTF)**

This agreement is made this first day of October, 2016, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the San Diego Unified Port District. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the County of San Diego, CA area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the County of San Diego, the parties hereto agree to the following:

1. The San Diego Integrated Narcotic Task Force (herinafter "NTF") will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the County of San Diego area by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of California.
2. To accomplish the objectives of the NTF, the District's Harbor Police Department (hereinafter San Diego Harbor Police Department (HPD)) agrees to detail one (1) experienced officer to the NTF for a period of not less than two years. During this period of assignment, the HPD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The HPD officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The HPD officer assigned to the Task Force shall be deputized as Task Force Officer of DEA pursuant to 21 U.S.C. 878.
5. To accomplish the objectives of the NTF, DEA will assign thirty-five (35) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support

awarded to the HPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the HPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 30, 2017. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by HPD during the term of this agreement.

**For the Drug Enforcement Administration:**

Name: William R. Sherman  
Title: Special Agent in Charge  
San Diego Field Division

Date: \_\_\_\_\_

**For the San Diego Unified Port District:**



Name: John Bolduc  
Title: Chief of Police

*J. a. M.*

Date: 7-28-16

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check  if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

#### DRUG-FREE WORKPLACE (GRANTEEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in condition any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

San Diego Harbor Police  
3380 North Harbor Drive  
San Diego, CA 92101

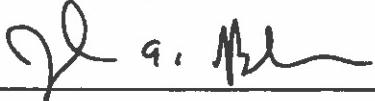
2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

John Bolduc, Chief of Police

5. Signature



6. Date

7.28-16



SAN DIEGO UNIFIED PORT DISTRICT  
ROUTING SLIP  
**PRINT ON PINK PAPER.**

Kathy Fischer  
ORIGINATOR

July 18, 2016  
DATE

**SUBJECT:** Modification of State & Local Task Force Agreement (FY 15/16) Between Drug Enforcement Administration and SDUPD Harbor Police Department- Program-Funded - State & Local Task Force Agreement

**CHECK REASON FORWARDED:**

- ACTION
- AGENDA
- APPROVAL & RETURN/FORWARD
- CALL/SEE ME
- COMMENT & RETURN/FORWARD

- FILE
- INFORMATION ONLY
- NOTIFY ALL EMPLOYEES
- SIGNATURE & RETURN/FORWARD
- OTHER (Explain)

**TO:**

- PRESIDENT/CEO
- EXECUTIVE OFCS STAFF
- EXECUTIVE VICE PRESIDENT
- ATTORNEY
- OFFICE OF THE DISTRICT CLERK:
  - COMMISSIONER SERVICES
  - CUSTOMER SERVICE CENTER
  - DOCKET RELATED
  - PRINT SHOP/MAILROOM
  - RECORDS
  - TRAVEL COORDINATOR

**DATE**

**INITIAL**

RECEIVED

7/20

JUL 19 2016

SAN DIEGO UNIFIED PORT DISTRICT  
GENERAL COUNSEL

**ADMINISTRATION GROUP:**

- VICE PRESIDENT ADMIN/CAO
- ASST VICE PRES, ADMIN SVCS
- HUMAN RESOURCES
  - PORT LEARNING CENTER
  - EQUAL OPPORTUNITY MANAGEMENT
- HOMELAND SECURITY
- STRATEGIC MANAGEMENT SERVICES
- PROCUREMENT SERVICES
  - EQUAL OPPORTUNITY CONTRACTING
  - MATERIEL SUPPORT & MGMT CENTER
- ASST VICE PRES, GOVT REL & COMM
- COMMUNICATIONS & COMMUNITY SVCS
- LAND USE PLANNING
- ENVIRONMENTAL SVCS
- GRANTS COORDINATOR
- CHIEF OF HARBOR POLICE
- HARBOR POLICE

2

**FINANCE & TECHNOLOGY GROUP:**

- CFO/TREASURER
- ASST VICE PRES, BUSINESS & TECH
- FINANCIAL SERVICES
- INFORMATION TECHNOLOGY
- BUSINESS SYSTEMS CENTER
- TREASURER'S OFFICE
- AUDIT, RISK MGMT & SAFETY
- FIDUCIARY AGENT OFFICE

**OPERATIONS:**

- VICE PRESIDENT OPERATIONS/COO
- MARKETING
- ASST VICE PRES, INDUSTRY & TRADE
- ASST VICE PRES, OPERATIONS
- REAL ESTATE
  - MARITIME TEAM
  - VALUATION/MAPPING
- MARITIME OPERATIONS
- PUBLIC ART
- CHIEF ENGINEER
- ENGINEERING/CONSTRUCTION:
  - GENERAL SERVICES

**REMARKS:** Please review/approve for signature.  
Thank you.



**SAN DIEGO COUNTY INTEGRATED  
NARCOTIC TASK FORCE**  
4560 Viewridge Avenue  
San Diego, California 92123

**JUL 13 2016**

John Bolduc  
Chief of Police  
San Diego Harbor Police Department  
3380 North Harbor Drive  
San Diego, CA 92101

Dear Chief Bolduc:

Due to a Department of Justice Asset Forfeiture Fund mandated change in the TFO overtime reimbursement funding process, please find the enclosed addendum to the FY 2016 Agreement. This modification will ensure coverage/funding for TFO overtime expense for September 30, 2016.

After your review, please return the signed addendum in the enclosed envelope by August 12, 2017.

Thank you for your patience, and please give me a call at (858) 616-4161 should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Woodland".

Steven S. Woodland  
Asst. Special Agent in Charge

Enclosures

**MODIFICATION OF  
State and Local Task Force Agreement  
Between  
The Drug Enforcement Administration  
San Diego Field Division  
And  
San Diego Unified Port District (aka San Diego Harbor Police Department)  
Program-Funded – State and Local Task Force Agreement**

As agreed to by the parties, this document modifies the Agreement dated September 30, 2015, between the United States Department of Justice, Drug Enforcement Administration (DEA) and the San Diego Unified Port District. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

**MODIFICATION:**

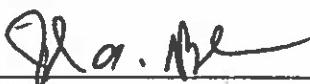
In Paragraph 13, the first sentence is modified by deleting the text “September 29, 2016” and replacing it with “September 30, 2016.”

For the Drug Enforcement Administration:

\_\_\_\_\_  
William R. Sherman  
Special Agent in Charge  
San Diego Field Division

Date: \_\_\_\_\_

For the San Diego Unified Port District:

\_\_\_\_\_  
  
John Bolduc  
Chief of Police  
San Diego Unified Port District

Date: 7-28-16





**SAN DIEGO COUNTY INTEGRATED  
NARCOTIC TASK FORCE**  
4560 Viewridge Avenue  
San Diego, California 92123

JUL 13 2016

John Bolduc  
Chief of Police  
San Diego Harbor Police Department  
3380 North Harbor Drive  
San Diego, CA 92101

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After your review, please return the signed addendum in the enclosed envelope by August 12, 2017.

Thank you for your patience, and please give me a call at (858) 616-4161 should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "SSW". It is followed by a large, thin, horizontal oval stroke.

Steven S. Woodland  
Asst. Special Agent in Charge

Enclosures

**MODIFICATION OF  
State and Local Task Force Agreement  
Between  
The Drug Enforcement Administration  
San Diego Field Division  
And  
San Diego Unified Port District (aka San Diego Harbor Police Department)  
Program-Funded – State and Local Task Force Agreement**

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**MODIFICATION:**

In Paragraph 13, the first sentence is modified by deleting the text "September 29, 2016" and replacing it with "September 30, 2016."

For the Drug Enforcement Administration:

\_\_\_\_\_  
William R. Sherman  
Special Agent in Charge  
San Diego Field Division

Date: \_\_\_\_\_

For the San Diego Unified Port District:

  
\_\_\_\_\_  
John Bolduc  
Chief of Police  
San Diego Unified Port District

Date: 7-28-16



1 COPY



**SAN DIEGO COUNTY INTEGRATED  
NARCOTIC TASK FORCE**  
4560 Viewridge Avenue  
San Diego, California 92123

JUL 13 2016

John Bolduc  
Chief of Police  
San Diego Harbor Police Department  
3380 North Harbor Drive  
San Diego, CA 92101

Dear Chief Bolduc:

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After your review, please return the signed addendum in the enclosed envelope by August 12, 2017.

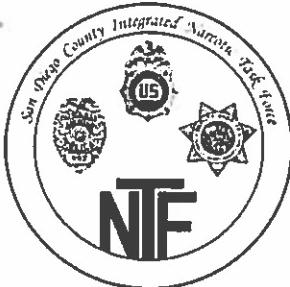
Thank you for your patience, and please give me a call at (858) 616-4161 should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Woodland".

Steven S. Woodland  
Asst. Special Agent in Charge

Enclosures



**SAN DIEGO COUNTY INTEGRATED  
NARCOTIC TASK FORCE**

4560 Viewridge Avenue  
San Diego, California 92123

JUL 13 2016

John Bolduc  
Chief of Police  
San Diego Harbor Police Department  
3380 North Harbor Drive  
San Diego, CA 92101

Dear Chief Bolduc:

I am writing to renew our Cooperative Agreement for the operation of the Narcotic Task Force (NTF) for Fiscal Year (FY) 2017. The Agreement is enclosed for your review and signature. After your review, please sign and date the Agreement and return by August 12, 2016. A copy of the Agreement will be sent to you after it is signed by Special Agent in Charge William R. Sherman.

Effective October 1, 2016, the maximum amount of the overtime reimbursement will be \$17,753.00 per officer. We receive funds on a quarterly basis and state and local departments must not exceed the quarterly amounts received. If some of the first quarter's allocation is not used, it can rollover to the second quarter, however, you cannot exceed the total allocation for the second quarter plus any rollover amount from the first quarter. Remaining funds can rollover from one quarter to the next, but departments must remain within that quarter's budget, plus any rollover from a previous quarter.

I am enclosing a sample of how your invoices for overtime must be prepared in order to expedite payment. Please have a member of your staff contact Supervisory Budget Analyst Jayshree Patel at (858) 616-4078 should they have any questions regarding the invoice or rollover allocation.

I would like to thank you for your continued support in our joint endeavor. If you have any questions or concerns regarding this Cooperative Agreement or any aspect of NTF operations, please feel free to contact me at (858) 616-4161.

Sincerely,

A handwritten signature in black ink, appearing to read "SSW". It is a cursive style with a large, flowing flourish on the right side.

Steven S. Woodland  
Asst. Special Agent in Charge

Enclosures: a/s

Cc: Lt. Bassett, Lt. Bavencoff

## ITEMIZED (INSERT DEPARTMENT NAME) OVERTIME

Compensation in the amounts indicated below for each listed person is claimed for the period  
through \_\_\_\_\_, in accordance with the  
Task Force Agreement dated October 1, 2016.

<u>Personnel</u>	<u>Requested OT Reimbursement</u>	<u>Year-To-Date OT Payments</u>
------------------	---------------------------------------	-------------------------------------

Total Personnel:

Total Reimbursement Due for: (Insert Month)

Year-To-Date Total:

**STATE AND LOCAL TASK FORCE AGREEMENT  
SAN DIEGO INTEGRATED NARCOTIC TASK FORCE  
(NTF)**

This agreement is made this first day of October, 2016, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the San Diego Unified Port District. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the County of San Diego, CA area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the County of San Diego, the parties hereto agree to the following:

1. The San Diego Integrated Narcotic Task Force (herinafter "NTF") will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the County of San Diego area by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of California.
2. To accomplish the objectives of the NTF, the District's Harbor Police Department (hereinafter San Diego Harbor Police Department {HPD}) agrees to detail one (1) experienced officer to the NTF for a period of not less than two years. During this period of assignment, the HPD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The HPD officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The HPD officer assigned to the Task Force shall be deputized as Task Force Officer of DEA pursuant to 21 U.S.C. 878.
5. To accomplish the objectives of the NTF, DEA will assign thirty-five (35) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support

the activities of the DEA Special Agents and the HPD officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, funds for overtime costs described below, some clerical support and other support items. If the HPD provides the Task Force Officer with a vehicle, the DEA will pay for fuel (only if these services pertain to your current Task Force Agreement).

6. During the period of assignment to the NTF, the HPD will remain responsible for establishing the salary and benefits, including overtime, of the officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the HPD for overtime payments made by it to HPD officer assigned to the NTF for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$17,753.00), per officer. Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."

7. In no event will the HPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The HPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The HPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The HPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The HPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The HPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The HPD acknowledges that this agreement will not take effect and no Federal funds will be

awarded to the HPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the HPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 30, 2017. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by HPD during the term of this agreement.

***For the Drug Enforcement Administration:***

Name: William R. Sherman  
Title: Special Agent in Charge  
San Diego Field Division

Date: \_\_\_\_\_

***For the San Diego Unified Port District:***



*Jla. Mh*  
Name: John Bolduc  
Title: Chief of Police

Date: 7-28-16



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Disclosure of Lobbying Activities, in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart E, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check  if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

#### DRUG-FREE WORKPLACE (GRANTEEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in connection with any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

San Diego Harbor Police  
3380 North Harbor Drive  
San Diego, CA 92101

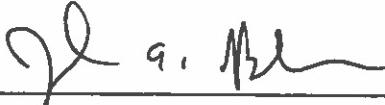
2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

John Bolduc, Chief of Police

5. Signature



6. Date

7.28.16



SAN DIEGO UNIFIED PORT DISTRICT  
ROUTING SLIP  
PRINT ON PINK PAPER.

Kathy Fischer  
ORIGINATOR

July 18, 2016  
DATE

SUBJECT: State and Local Task Force Agreement, San Diego Integrated Narcotic Task Force (NTF) (FY 16/17)

CHECK REASON FORWARDED:

- ACTION  
 AGENDA  
 APPROVAL & RETURN/FORWARD  
 CALL/SEE ME  
 COMMENT & RETURN/FORWARD

- FILE  
 INFORMATION ONLY  
 NOTIFY ALL EMPLOYEES  
 SIGNATURE & RETURN/FORWARD  
 OTHER (Explain)

TO:

- PRESIDENT/CEO  
 EXECUTIVE OFCS STAFF  
 EXECUTIVE VICE PRESIDENT  
 ATTORNEY  
OFFICE OF THE DISTRICT CLERK:  
 COMMISSIONER SERVICES  
 CUSTOMER SERVICE CENTER  
 DOCKET RELATED  
 PRINT SHOP/MAILROOM  
 RECORDS  
 TRAVEL COORDINATOR  
ADMINISTRATION GROUP:  
 VICE PRESIDENT ADMIN/CAO  
 ASST VICE PRES, ADMIN SVCS  
 HUMAN RESOURCES  
 PORT LEARNING CENTER  
 EQUAL OPPORTUNITY MANAGEMENT  
HOMELAND SECURITY  
 STRATEGIC MANAGEMENT SERVICES  
 PROCUREMENT SERVICES  
 EQUAL OPPORTUNITY CONTRACTING  
 MATERIEL SUPPORT & MGMT CENTER  
 ASST VICE PRES, GOVT REL & COMM  
 COMMUNICATIONS & COMMUNITY SVCS  
 LAND USE PLANNING  
 ENVIRONMENTAL SVCS  
 GRANTS COORDINATOR  
 CHIEF OF HARBOR POLICE  
HARBOR POLICE  
2  FINANCE & TECHNOLOGY GROUP:  
 CFO/TREASURER  
 ASST VICE PRES, BUSINESS & TECH  
 FINANCIAL SERVICES  
 INFORMATION TECHNOLOGY  
 BUSINESS SYSTEMS CENTER  
 TREASURER'S OFFICE  
 AUDIT, RISK MGMT & SAFETY  
 FIDUCIARY AGENT OFFICE  
OPERATIONS:  
 VICE PRESIDENT OPERATIONS/COO  
 MARKETING  
 ASST VICE PRES, INDUSTRY & TRADE  
 ASST VICE PRES, OPERATIONS  
 REAL ESTATE  
 MARITIME TEAM  
 VALUATION/MAPPING  
 MARITIME OPERATIONS  
 PUBLIC ART  
 CHIEF ENGINEER  
ENGINEERING/CONSTRUCTION:  
GENERAL SERVICES

DATE

7/20

INITIAL

dc

RECEIVED

JUL 19 2016

SAN DIEGO UNIFIED PORT DISTRICT  
GENERAL COUNSEL

REMARKS: Please review/approve for signature.  
Thank you.



SAN DIEGO HARBOR POLICE DEPARTMENT

3380 North Harbor Drive, San Diego, CA 92101

619.686.6570 • 619.686.6522 fax

[www.sdhp.com](http://www.sdhp.com)

Service • Leadership • Integrity

July 30, 2015

Gary W. Hill  
Asst. Special Agent in Charge  
Drug Enforcement Administration  
4560 Viewridge Avenue  
San Diego, California 92123

Dear Mr. Hill,

Enclosed is the Cooperative Agreement for the operation of the Narcotic Task Force (NTF) for Fiscal Year 2016. The agreement has been signed by Acting Chief Mark Stainbrook.

Once the agreement has been signed by William R. Sherman, Special Agent in Charge, we would appreciate a copy of the agreement to be returned to our office for our records.

If any further information is needed, please contact me at (619) 686-6588 or [kfischer@portofsandiego.org](mailto:kfischer@portofsandiego.org).

Thank you,

A handwritten signature in black ink that reads "Kathy L. Fischer".

Kathy L. Fischer  
Executive Assistant  
Office of the Chief

Enclosure

**STATE AND LOCAL TASK FORCE AGREEMENT  
SAN DIEGO INTEGRATED NARCOTIC TASK FORCE  
(NTF)**

This agreement is made this thirtieth day of September, 2015, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the San Diego Unified Port District. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the County of San Diego, CA area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the County of San Diego, the parties hereto agree to the following:

1. The San Diego Integrated Narcotic Task Force (herinafter "NTF") will perform the activities and duties described below:
  - a. disrupt the illicit drug traffic in the County of San Diego area by immobilizing targeted violators and trafficking organizations;
  - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of California.
2. To accomplish the objectives of the NTF, the District's Harbor Police Department (hereinafter San Diego Harbor Police Department {HPD}) agrees to detail one (1) experienced officer to the NTF for a period of not less than two years. During this period of assignment, the HPD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The HPD officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The HPD officer assigned to the Task Force shall be deputized as Task Force Officer of DEA pursuant to 21 U.S.C. 878.
5. To accomplish the objectives of the NTF, DEA will assign thirty-five (35) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support

the activities of the DEA Special Agents and the HPD officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, funds for overtime costs described below, some clerical support and other support items. If the HPD provides the Task Force Officer with a vehicle, the DEA will pay for fuel (only if these services pertain to your current Task Force Agreement).

6. During the period of assignment to the NTF, the HPD will remain responsible for establishing the salary and benefits, including overtime, of the officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the HPD for overtime payments made by it to HPD officer assigned to the NTF for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently \$17,548.00), per officer. Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."

7. In no event will the HPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The HPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The HPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The HPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The HPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The HPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The HPD acknowledges that this agreement will not take effect and no Federal funds will be

awarded to the HPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the HPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 29, 2016. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by HPD during the term of this agreement.

**For the Drug Enforcement Administration:**

Name: William R. Sherman  
Title: Special Agent in Charge  
San Diego Field Division

Date: \_\_\_\_\_

**For the San Diego Unified Port District:**

Name: Mark Stainbrook  
Title: Chief of Police

Date: 7/13/15

Approved as to form and legality:  
**GENERAL COUNSEL**

By: Simon M. Kann, Deputy



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Pt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart E, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

- (1) The dangers of drugs abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check  if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 40617.

Check  if the State has elected to complete OJP Form 40617.

#### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67 Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in connection with any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

San Diego Harbor Police Department  
3380 North Harbor Drive  
San Diego, CA 92101

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Mark Stainbrook, Chief of Police

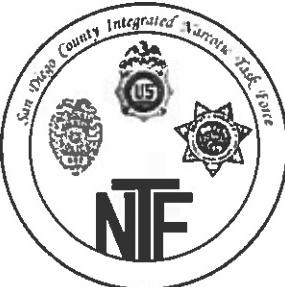
5. Signature



6. Date

7/3/15

Approved as to form and legality  
GENERAL COUNSEL



**SAN DIEGO COUNTY INTEGRATED  
NARCOTIC TASK FORCE**  
4560 Viewridge Avenue  
San Diego, California 92123

**JUN 24 2015**

Mark Stainbrook  
Chief of Police  
San Diego Harbor Police Department  
3380 North Harbor Drive  
San Diego, CA 92101

Dear Chief Stainbrook:

I am writing to renew our Cooperative Agreement for the operation of the Narcotic Task Force (NTF) for Fiscal Year (FY) 2016. The Agreement is enclosed for your review and signature. After your review, please sign and date the Agreement and return by August 20, 2015. A copy of the Agreement will be sent to you after it is signed by Special Agent in Charge William R. Sherman.

Effective October 1, 2015, the maximum amount of the overtime reimbursement will be \$17,548.00 per officer. We receive funds on a quarterly basis and state and local departments must not exceed the quarterly amounts received. If some of the first quarter's allocation is not used, it can rollover to the second quarter, however, you cannot exceed the total allocation for the second quarter plus any rollover amount from the first quarter. Remaining funds can rollover from one quarter to the next, but departments must remain within that quarter's budget, plus any rollover from a previous quarter.

I am enclosing a sample of how your invoices for overtime must be prepared in order to expedite payment. Please have a member of your staff contact Supervisory Budget Analyst Jayshree Patel at (858) 616-4078 should they have any questions regarding the invoice or rollover allocation.

I would like to thank you for your continued support in our joint endeavor. If you have any questions or concerns regarding this Cooperative Agreement or any aspect of NTF operations, please feel free to contact me at (858) 616-4161.

Sincerely,

A handwritten signature in black ink, appearing to read "Hill". It is positioned above a horizontal line.

Gary W. Hill  
Asst. Special Agent in Charge

Enclosures: a/s

Cc: Lt. Ammon, Lt. Bavencoff

ITEMIZED (INSERT DEPARTMENT NAME) OVERTIME

Compensation in the amounts indicated below for each listed person is claimed for the period \_\_\_\_\_ through \_\_\_\_\_, in accordance with the Task Force Agreement dated September 30, 2015.

<u>Personnel</u>	<u>Requested OT Reimbursement</u>	<u>Year-To-Date OT Payments</u>
------------------	---------------------------------------	-------------------------------------

Total Personnel:

Total Reimbursement Due for: (Insert Month)

Year-To-Date Total:

**STATE AND LOCAL TASK FORCE AGREEMENT  
SAN DIEGO INTEGRATED NARCOTIC TASK FORCE  
(NTF)**

This agreement is made this thirtieth day of September, 2015, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the San Diego Unified Port District. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

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  - a. disrupt the illicit drug traffic in the County of San Diego area by immobilizing targeted violators and trafficking organizations;
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  - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of California.
2. To accomplish the objectives of the NTF, the District's Harbor Police Department (hereinafter San Diego Harbor Police Department (HPD)) agrees to detail one (1) experienced officer to the NTF for a period of not less than two years. During this period of assignment, the HPD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The HPD officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The HPD officer assigned to the Task Force shall be deputized as Task Force Officer of DEA pursuant to 21 U.S.C. 878.
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the activities of the DEA Special Agents and the HPD officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, funds for overtime costs described below, some clerical support and other support items. If the HPD provides the Task Force Officer with a vehicle, the DEA will pay for fuel (only if these services pertain to your current Task Force Agreement).

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10. The HPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The HPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The HPD acknowledges that this agreement will not take effect and no Federal funds will be

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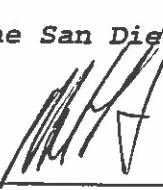
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**For the Drug Enforcement Administration:**

  
\_\_\_\_\_  
Name: William R. Sherman  
Title: Special Agent in Charge  
San Diego Field Division

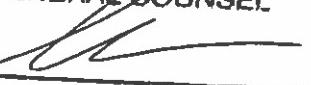
Date: 8-5-15

**For the San Diego Unified Port District:**

  
\_\_\_\_\_  
Name: Mark Stainbrook  
Title: Chief of Police

Date: 7/13/15

Approved as to form and legality:  
**GENERAL COUNSEL**

  
\_\_\_\_\_  
By: Simon M. Kann, Deputy



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

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As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, or on behalf of the undersigned, to any person for influencing a Member of Congress, an officer or employee of any agency, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

- (1) The dangers of drugs abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check  if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 40617.

Check  if the State has elected to complete OJP Form 40617.

#### DRUG-FREE WORKPLACE (GRANTEEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in condition any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

San Diego Harbor Police Department  
3380 North Harbor Drive  
San Diego, CA 92101

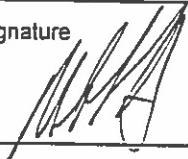
2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Mark Stainbrook, Chief of Police

5. Signature



6. Date

7/3/15

Approved as to form and legality:  
GENERAL COUNSEL

By: Simon M. Kann, Deputy